

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

**EDMUNDO AMPARAN and
KIMBERLY L. AMPARAN,**

Plaintiffs,

vs.

No. 1:15-CV-00045 WJ/LAM

**MEVLUT BERKAY DEMIR,
DENIZCAN KARADENIZ, and
AVIS RENT A CAR SYSTEM, LLC,
a Delaware Limited Liability Company.**

Defendants.

STIPULATED CONFIDENTIALITY ORDER

THIS MATTER is before the Court on Defendant Avis Rent A Car System, LLC's *Unopposed Motion for Entry of Confidentiality Order* (Doc. 43), filed August 14, 2015. The parties stipulate that the confidentiality of certain documents and information should be maintained in this lawsuit. The Court finds that good cause exists for entering this Order and orders as follows:

1. Any and all written policies and procedures for Avis Rent A Car Systems, LLC, including but not limited to policies and procedures related to Rental Procedures and Driver's License (collectively "Avis Policies") are designated as "confidential" by Avis Rent A Car Systems, LLC and shall be so marked on the specific documents claimed to be confidential. The confidential documents include, but are not limited to, the documents that are bates stamped Avis-000001 through Avis-000012. Those documents marked as "confidential" shall be treated

as confidential as provided for in this Order and shall not be produced or provided to any person, party, or entity who is not entitled to access as specifically set forth below.

2. Any Consent to Assignment, License Agreement, or both, for Avis Rent A Car Systems, LLC, (collectively “Avis License Agreement”) is designated as “confidential” by Avis Rent A Car Systems, LLC and shall be so marked on the specific documents claimed to be confidential. The confidential Avis License Agreement includes, but is not limited to, the documents that are bates stamped Avis 000013 through Avis-000029. Those documents marked as “confidential” shall be treated as confidential as provided for in this Order and shall not be produced or provided to any person, party, or entity who is not entitled to access as specifically set forth below.

3. Defendants, by agreeing to this Stipulated Confidentiality Order, shall not be deemed to have waived any prior objections to written discovery requests propounded by Plaintiffs.

4. Plaintiffs, by agreeing to this Stipulated Confidentiality Order, shall not be deemed to have waived any objections to the propriety of the confidentiality designation.

5. Access to documents designated as confidential shall be limited to (a) the Parties and their insurers; (b) the Parties’ counsel in this action and their secretaries, legal assistants, and other support staff; (c) the Court, and the Court’s secretaries and employees, including court reporters; (d) experts retained and disclosed in this cause by any Party; and (5) court reporters and videographers involved in the taking of any depositions, including any employees thereof.

6. Prior to the disclosure of the Avis Policies or Avis License Agreement to any person identified in section (d) of the preceding paragraph, such person shall be shown a copy of this Order and shall agree in writing to be bound by its terms.

7. Any person who shall obtain access to the Avis Policies or Avis License Agreement pursuant to this Order shall use such Avis Policies or Avis License Agreement only in connection with the prosecution or defense of this lawsuit and for no other purpose whatsoever.

8. Nothing herein shall affect the right of the Party disclosing the Avis Policies and Avis License Agreement in question to use such documents in any way.

9. In the event that Plaintiffs are required to produce the Avis Policies or Avis License Agreement in response to a subpoena or court order, Plaintiffs shall give 14 days' notice, or if 14 days is not feasible, sufficient advance notice to Defendants to enable Defendants to seek protection.

10. In the event a Party intends to use any of the Avis Policies or Avis License Agreement as an exhibit to a deposition, court filing, or as a trial exhibit, each of the Avis Policies or Avis License Agreement so used shall be marked with the confidential designation, so as to protect any confidential or privileged information, and in the case of exhibits to court filings, shall be filed under seal.

11. Within 60 days after the termination of this litigation, the Parties shall upon written request return the Avis Policies and Avis License Agreement and all copies thereof, including Avis Policies and Avis License Agreement marked as deposition exhibits, contained in pleadings or other documents filed as part of the Court's record, or otherwise, to counsel for the Party producing such Avis Policies and Avis License Agreement or alternatively, provide written certification that such documents have been destroyed.

12. Nothing herein shall affect the right of the Parties to seek additional protection against the disclosure of the Avis Policies and Avis License Agreement.

13. Any Party may apply to the Court at any time, upon proper notice, for modification of this Order.

IT IS SO ORDERED.


LOURDES A. MARTÍNEZ
UNITED STATES MAGISTRATE JUDGE

APPROVED BY: *(Prior to modification by the Court)*

/s/ Nathan B. Anderson
Aaron R. Kugler
Nathan B. Anderson
4801 Lang Ave. NE, Suite 200
Albuquerque, NM 87109
(505) 341-0110
*Attorneys for Defendant Avis
Rent A Car Systems, LLC*

Electronically approved 8/3/15
Kurt Wihl, Esq.
Christina Muscarella Gooch, Esq.
KELEHER & McLEOD, P.A.
P.O. Box AA
Albuquerque, NM 87103
Attorneys for Plaintiffs

Electronically approved 8/3/15
Stephen D. Hoffman, Esq.
Lewis Brisbois Bisgaard & Smith LLP
2929 N. Central Avenue, Suite 1700
Phoenix, AZ 85012
Attorney for Defendant Karadeniz